

REMARKS

Claims 1, 3-7, 10-13, and 21-29 are pending in the present application. No additional claims fee is believed to be due.

Applicants wish to thank Examiner Pierce and Examiner Cole for the interview on August 19, 2003. As discussed in the interview, the claims have been amended to clarify that the aspect ratio of the bond sites is greater than about 3 and that the webs are prebonded. Antecedent basis can be found on page 10, lines 33-35 and on page 22, lines 27-30.

Rejection Under 35 USC 112, Second Paragraph

The Office Action states that Claims 3 and 9 have been rejected as being indefinite under 35 USC 112, Second Paragraph.

Claim 3 has been amended to show its dependence from Claim 1.

Claim 9 has been deleted.

Rejection Under 35 USC 102

The Office Action states that Claims 1, 3, 4, 6, 9, 10, 12, and 13 have been rejected under 35 USC 102(b) as being anticipated by Friemel et al. Friemel et al. discloses a sachet for accommodating a gas-evolving pest control agent. The sachet is comprised of a nonwoven fabric with welded seams. The welded seams are needed for their strength and reliability to prevent the pest control agent and/or dust-like residue from escaping (column 1, lines 42-68). The sealing or welding seams are generally stronger and more tear-resistance than the other parts of the sachets and are suitable to be provided with apertures, holes, metal eyelets, etc. so that a string may be passed through (column 7, lines 47-52). The welded seams, which form the sachets, are 5-10 mm (column 8, lines 20-30). The sachet may have one sachet pocket or multiple individual sachet pockets. The sachet containing the gas-evolving pest control agent is placed in a strong envelope and the envelope is opened prior to use (columns 10, lines 32-45).

The present invention, as amended in the Claims, requires that the first and second webs used to form the sachet be prebonded. Friemel et al. does not teach or disclose that the webs are or could be prebonded. The present invention also requires that a plurality (not just one) of discrete, noncontinuous bond sites have aspect ratios greater than about 3. Friemel et al. does not disclose an aspect ratio for the bond sites but discloses large seams.

Upon application of force as stated in part (c) of Claims 1 and 29 of the present invention, the bond sites fracture to form a corresponding apertures to facilitate exposure of said substance. Therefore, the plurality of bond sites located throughout the substance encapsulation system is apertured and the substance is released. This is in contrast to Friemel et al. which states that welded seams are needed for their strength and reliability to prevent the pest control agent and/or dust-like residue from escaping (column 1, lines 42-68). The sealing or welding seams are generally stronger and more tear-resistant than the other parts of the sachets (column 7, lines 47-49). Therefore, based on the disclosure in Friemel et al., upon tension being applied to the sachet, parts of the sachet other than the seams (or bond sites) would aperture. Friemel et al. teaches away from the present invention where it is desired that the bond sites fracture upon application of a force.

Independent Claim 29 also requires that the bond sites are regularly repeating and have a length of less than about 0.2 inches and a width of less than about 0.02 inches. This is in contrast to Friemel et al. which has welded seams from 5-10 mm. The bond sites in the present invention are much smaller than what is described in Friemel et al. where a metal eyelet and string are placed through the seams.

Based on the disclosure in Friemel et al., the present invention is not anticipated. Additionally, one have ordinary skill in the art would not have been motivated to develop the present invention based on the disclosure and teachings in Friemel et al.

Claims 1, 3, 4, 6, 7, 9, 10, 12, and 13 have been rejected under 35 USC 102 (b) as being anticipated by Dickenson, et al., U.S. Patent No. 4,876,023. Dickenson et al. discloses a laundry sachet formed by bonding together the edges to form a frangible seal (column 3, lines 1-10). Dickenson et al. uses the seams to make closed, non-connecting pockets. The short, discrete bonds of the present invention could not be used to make closed, non-connecting pockets. To form a pocket, the bond sites could not be discrete but would need to be connected at the ends or at some point along the bond site. Even though the pockets of Dickenson et al. are non-connecting, the bonds used to form the pockets must be connecting and not discrete. Discrete bond sites are required in the present invention.

The present invention, as amended in the Claims, requires that the first and second webs used to form the sachet be prebonded. Dickenson et al. does not teach or disclose that the webs are or could be prebonded. The present invention also requires that a plurality (not just one) of discrete, noncontinuous bond sites have aspect ratios greater than about 3.

Independent Claim 29 also requires that the bond sites are regularly repeating and have a length of less than about 0.2 inches and a width of less than about 0.02 inches. This is in contrast

to Dickenson et al. which states in an example that a sheet of substrate measuring 120 mm x 80 mm is folded and heat-sealed along two opposing free edges (column 10, lines 4-12). The seam would therefore, be approximately 60 mm long. This is clearly distinguished from the present invention where discrete, regularly repeating bond sites are less than 0.2 inches long and less than 0.02 inches wide are used. The bond sites in the present invention are much smaller than what is described in Dickenson et al.

Based on the disclosure in Dickenson et al., the present invention is not anticipated.

Rejection Under 35 USC 103

The Examiner has rejected Claims 1, 3-7, 9-13, and 21-29 under 35 USC 103(a) as being unpatentable over Haynes, et al., U.S. Patent No. 5,941,862, in view of McCormack, et al., U.S. Patent No. 5,964,742. As discussed with the Examiner, McCormack et al. does not teach the use of a bond sites with an aspect ratio greater than 3 for a laminate such as the present invention. McCormack et al. states that the novel S-weave pattern may be used to self-bond fabrics and should be distinguished from patterns made to laminate materials together which are significantly different. (column 11, lines 1-3) As the Examiner stated, Haynes et al. does not teach an aspect ratio of greater than 3. Therefore, one having ordinary skill in the art would not have been motivated by the teachings of McCormack et al. and Haynes et al. to develop the present invention in which the bond sites have an aspect ratio of greater than about 3.

Claims 7, 9, 10, 12, 13, and 25-28 have been rejected under USC 103(a) as being unpatentable over Srinivasan, et al. (U.S. Patent No. 5,851,935) in view of McCormack, et al. As discussed with the Examiner, McCormack et al. does not teach the use of a bond sites with an aspect ratio greater than 3 for a laminate such as the present invention. McCormack et al. states that the novel S-weave pattern may be used to self-bond fabrics and should be distinguished from patterns made to laminate materials together which are significantly different. (column 11, lines 1-3) As the Examiner stated, Srinivasan et al. does not teach an aspect ratio of greater than 3 but only discloses aspect ratios around 1. Therefore, one having ordinary skill in the art would not have been motivated by the teachings of McCormack et al. and Srinivasan et al. to develop the present invention in which the bond sites have an aspect ratio of greater than about 3.

Claims 5 and 11 have been rejected under 35 USC 103(a) as being unpatentable over Friemel, et al. in view of Bernardo, (U.S. Patent No. 5,731,055). As discussed above, one having ordinary skill in the art would not have been motivated by the teachings of Friemel et al. to develop the presently claimed invention.

Obviousness Double Patenting

Claims 1, 3-7, 9-13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-9 and 21-23 of copending Application No. 09/584,676. Claims 1, 3, 6, 7, 9, 12, 13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-20 of copending Application No. 09/886,830. Claims 1, 3, 6, 7, 9, 12, 13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-3 of co-pending Application No. 09/886,740. Claims 1, 3, 6, 7, 9, 12, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-9 of co-pending Application No. 09/886,828. Claims 1, 3-7, 9-13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-22 of co-pending Application No. 09/886,893. Claims 1, 3, 4, 6, 7, 9, 10, 12, 13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-15 of co-pending Application No. 09/886,730. Claims 1, 3, 4, 6, 7, 9, 10, 12, 13, and 21-29 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-10 of co-pending Application No. 09/886,829. Enclosed is a terminal disclaimer submitted in response to the obviousness-type double patenting rejections.


Conclusion

In light of the above remarks, it is requested that the Examiner reconsider and withdraw the rejections. Early and favorable action in the case is respectfully requested.

Applicants have made an earnest effort to place their application in proper form and to distinguish the invention as now claimed from the applied references. In view of the foregoing, Applicants respectfully request reconsideration of this application, entry of the amendments presented herein, and allowance of Claims 1, 3-7, 10-13, and 21-29.

Respectfully submitted,

John J. Curro, et al.

By 
Angela Marie Stone
Attorney for Applicants
Registration No. 41,335
(513) 634-9397

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Customer No. 27752